UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND
GREENBELT DIVISION

	:	
Andrew Dickens,	:	
	:	Civil Action No.: _____
Plaintiff,	:	
v.	:	
	:	
Hunter Warfield, Inc.; and DOES 1-10,	:	**COMPLAINT**
inclusive,	:	
	:	
Defendants.	:	
	:	

For this Complaint, Plaintiff Andrew Dickens, by undersigned counsel, states as follows:

JURISDICTION

1.   This action arises out of Defendants' repeated violations of the Fair Debt

Collection Practices Act, 15 U.S.C. § 1692, *et seq.* (the "FDCPA") and the Telephone Consumer

Protection Act, 47 U.S.C. § 227, *et seq.* (the "TCPA").

2.   Venue is proper in this District pursuant to 28 U.S.C. § 1391(b), in that

Defendants transact business in this District and a substantial portion of the acts giving rise to

this action occurred in this District.

PARTIES

3.   Plaintiff Andrew Dickens ("Plaintiff") is an adult individual residing in

Coldwater, Mississippi, is a "consumer" as the term is defined by 15 U.S.C. § 1692a(3), and is a

"person" as defined by 47 U.S.C. § 153(39).

4.   Defendant Hunter Warfield, Inc. ("Hunter Warfield") is a Maryland business

entity with an address of 96931 Arlington Road, Suite 400, Bethesda, Maryland 20814, operates

as a collection agency, is a "debt collector" as the term is defined by 15 U.S.C. § 1692a(6), and is

a "person" as defined by 47 U.S.C. § 153(39).

5.   Does 1-10 ("Collectors") are individual collectors employed by Hunter Warfield and whose identities are currently unknown to Plaintiff. One or more of the Collectors may be joined as parties once their identities are disclosed through discovery.

6.   Hunter Warfield at all times acted by and through one or more of the Collectors.

ALLEGATIONS APPLICABLE TO ALL COUNTS

A. The Debt

7.   A person allegedly incurred a financial obligation ("Debt") to an original creditor (the "Creditor").

8.   The Debt arose from services provided by the Creditor, which were primarily for family, personal, or household purposes, which meets the definition of a "debt" under 15 U.S.C. § 1692a(5).

9.   The Debt was purchased, assigned, or transferred to Hunter Warfield for collection, or Hunter Warfield was employed by the Creditor to collect the Debt.

10.   Defendants attempted to collect the Debt and, as such, engaged in "communications" as defined in 15 U.S.C. § 1692a(2).

B. Hunter Warfield Engages in Harassment and Abusive Tactics

11.   Within the last year, Hunter Warfield began calling Plaintiff's cellular telephone, number 901-xxx-7962, in an attempt to collect the Debt.

12.   At all times mentioned herein, Hunter Warfield placed calls to Plaintiff's cellular telephone number using an automatic telephone dialing system ("ATDS" or "predictive dialer").

13.   When Plaintiff answered calls from Hunter Warfield, he heard silence and had to wait on the line before he was connected to the next available representative.

14.   Plaintiff does not have an account with Hunter Warfield.

15.   Plaintiff never provided his cellular telephone number to Hunter Warfield and

never provided consent to receive calls from Hunter Warfield.

16.   On or about January 20, 2017, Plaintiff spoke with Hunter Warfield and explained that he was being called in error.

17.   Nevertheless, Hunter Warfield continued to place automated calls to Plaintiff's cellular telephone number.

C. Plaintiff Suffered Actual Damages

18.   Plaintiff suffered and continues to suffer actual damages as a result of Defendants' unlawful conduct.

19.   As a direct consequence of Defendants' acts, practices, and conduct, Plaintiff suffered and continues to suffer from humiliation, anger, fear, frustration, and embarrassment.

COUNT I
VIOLATIONS OF THE FDCPA, 15 U.S.C. § 1692, *et seq.*

20.   Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

21.   Defendants' conduct violated 15 U.S.C. § 1692d in that Defendants engaged in conduct the natural consequence of which was to harass, oppress, or abuse Plaintiff in connection with collection of the Debt.

22.   Defendants' conduct violated 15 U.S.C. § 1692d(5) in that Defendants caused a telephone to ring repeatedly and engaged Plaintiff in telephone conversations with the intent to annoy and harass Plaintiff.

23.   Defendants' conduct violated 15 U.S.C. § 1692f in that Defendants used unfair and unconscionable means to collect the Debt.

24.   The foregoing acts and omissions of Defendants constitute numerous and multiple violations of the FDCPA.

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25.   Plaintiff is entitled to damages as a result of Defendants' violations.

COUNT II
VIOLATIONS OF THE TELEPHONE CONSUMER PROTECTION ACT
47 U.S.C. § 227, *et seq.*

26.   Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

27.   At all times mentioned herein, Defendants called Plaintiff's cellular telephone number using an ATDS or predictive dialer.

28.   In expanding on the prohibitions of the TCPA, the Federal Communications Commission ("FCC") defines a predictive dialer as "a dialing system that automatically dials consumers' telephone numbers in a manner that 'predicts' the time when a consumer will answer the phone and a [representative] will be available to take the call…" *2003 TCPA Order*, 18 FCC 36 Rcd 14022. The FCC explains that if a representative is not "free to take a call that has been placed by a predictive dialer, the consumer answers the phone only to hear 'dead air' or a dial tone, causing frustration." *Id.* In addition, the TCPA places prohibitions on companies that "abandon" calls by setting "the predictive dialers to ring for a very short period of time before disconnecting the call; in such cases, the predictive dialer does not record the call as having been abandoned." *Id.*

29.   Defendants' telephone system has some earmarks of a predictive dialer.

30.   When Plaintiff answered calls from Defendant, he heard silence before Defendants' telephone system would connect him to the next available representative.

31.   Defendants' predictive dialer has the capacity to store or produce telephone numbers to be called, using a random or sequential number generator.

32.   Defendants placed automated calls to Plaintiff's cellular telephone number despite knowing that they lacked consent to do so. As such, each call placed to Plaintiff was made in

knowing and/or willful violation of the TCPA, and subject to treble damages pursuant to 47 U.S.C. § 227(b)(3)(C).

33.   The telephone number called by Defendants was and is assigned to a cellular telephone service for which Plaintiff incurs charges pursuant to 47 U.S.C. § 227(b)(1).

34.   Plaintiff was annoyed, harassed, and inconvenienced by Defendants' continued calls.

35.   The calls from Defendants to Plaintiff were not placed for "emergency purposes" as defined by 47 U.S.C. § 227(b)(1)(A)(i).

36.   Plaintiff is entitled to an award of $500.00 in statutory damages for each call in violation of the TCPA pursuant to 47 U.S.C. § 227(b)(3)(B).

37.   As a result of each call made in knowing and/or willful violation of the TCPA, Plaintiff is entitled to an award of treble damages in an amount up to $1,500.00 pursuant to 47 U.S.C. § 227(b)(3)(B) and 47 U.S.C. § 227(b)(3)(C).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that judgment be entered against Defendants:

1. Actual damages pursuant to 15 U.S.C. § 1692k(a)(1);

2. Statutory damages of $1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A);

3. Costs of litigation and reasonable attorney's fees pursuant to 15 U.S.C. § 1692k(a)(3);

4. Statutory damages of $500.00 for each violation determined to be negligent pursuant to 47 U.S.C. § 227(b)(3)(B);

5. Treble damages for each violation determined to be willful and/or knowing pursuant to 47 U.S.C. § 227(b)(3)(C); and

6. Such other and further relief as may be just and proper.

TRIAL BY JURY DEMANDED ON ALL COUNTS

Dated: September 14, 2017

Respectfully submitted,

By   */s/ Sergei Lemberg*
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